

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

In Re:

Case No.: _____

Judge: _____

Chapter: _____

APPLICATION FOR RETENTION OF PROFESSIONAL

1. The applicant, _____, is the (check all that apply):

☐ Trustee: ☐ Chap. 7 ☐ Chap. 11 ☐ Chap. 13.

☐ Debtor: ☐ Chap. 11 ☐ Chap. 13

☐ Official Committee of _____

2. The applicant seeks to retain the following professional _____ to
serve as (check all that apply):

☐ Attorney for: ☐ Trustee ☐ Debtor-in-Possession

☐ Official Committee of _____

☐ Accountant for: ☐ Trustee ☐ Debtor-in-possession

☐ Official Committee of _____

☐ Other Professional:

☐ Realtor

☐ Appraiser

☐ Special Counsel

☐ Auctioneer

☐ Other (specify): _____

3. The employment of the professional is necessary because:

4. The professional has been selected because:

5. The professional services to be rendered are as follows:

6. The proposed arrangement for compensation is as follows:

7. To the best of the applicant's knowledge, the professional's connection with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

☐ None

☐ Describe connection: _____

8. To the best of the applicant's knowledge, the professional (check all that apply):

- ☐ does not hold an adverse interest to the estate.
- ☐ does not represent an adverse interest to the estate.
- ☐ is a disinterested person under 11 U.S.C. § 101(14).
- ☐ does not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which he/she will be retained under 11 U.S.C. § 327(e).
- ☐ Other; explain: _____
- _____
- _____

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

The applicant respectfully requests authorization to employ the professional to render services in accordance with this application, with compensation to be paid as an administrative expense in such amounts as the Court may determine and allow.

Date: _____

Signature of Applicant



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ATTORNEY-CLIENT REPRESENTATION AGREEMENT

This AGREEMENT is made BETWEEN, Eric Spencer, referred to as “You,” or “Client,” and, **CG SONG LAW FIRM**, referred to as the “Law Firm.”

1. SCOPE OF LEGAL SERVICES TO BE PROVIDED.

You agree that the Law Firm will represent You in the following matter:

ESSEX COUNTY
DIVORCE AND TRO MATTER

2. PAYMENT FOR LEGAL SERVICES.

A) **Flat Fee.** You have hired us on a flat fee basis. You will pay us \$3,000 as the Flat Fee portion for the representation described in this agreement, (the “Flat Fee”). The Flat Fee is earned-on-receipt and will not be deposited into our client trust account. Unless otherwise agreed, the Flat Fee must be paid upon execution of this Agreement prior to any work being commenced. The Flat Fee represents the Law Firm’s reservation of time, commitment and work for the agreed SERVICE including the initial work of opening Client’s case and is based on a more comprehensive measure of the reasonable value of the Law Firm’s services. Factors other than the amount of time required, such as the novelty and complexity of the questions involved, the skill required to provide proper legal representation, familiarity with the specific area of law involved, the preclusion of other engagements caused by the acceptance of this engagement, the magnitude of the Matter, the results achieved, customary fees for similar legal services, the nature and length of our relationship, or by circumstances, all have a significant bearing on the reasonable value of the services performed.

B) **Hourly Fees.** You have also hired us on an hourly basis for the Law Firm’s performance of Additional Services. Additional Services shall include: (1) any services performed on your behalf by the Law Firm that are not included within the scope described in Paragraph A above, and, (2) any legal services performed within the scope described in Paragraph A above, **in excess of the first 10 hours of legal services performed.** The Law Firm will begin providing additional services only after fully consulting with you and obtaining your informed consent that we may proceed with the additional services. Other lawyers and non-lawyer professionals may also work on your case and will bill in accordance with the following hourly rates: (Danny) Changene Song’s current rate is \$300.00 per hour for his services. The



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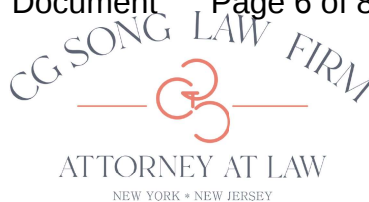
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current rates for other lawyers who may become involved range from \$275-\$350.00 per hour, and the current rates for our paralegals who may become involved range from \$150-\$200.00 per hour.

It is impossible to determine in advance how much time will be needed to handle your case. Any figures quoted to you for the total cost of our services are merely estimates. The opposing party, or others, may engage in activities beyond our control that require an expenditure of time not originally contemplated.

3. **COSTS AND EXPENSES.** You agree to pay for all actual out-of-pocket costs and expenses we incur on your behalf. Typical costs and expenses include filing fees, service of process, depositions, expert witness fees, travel costs and expenses, long-distance telephone calls, outgoing fax (\$0.30 per page), Federal Express, courier services, and delivery charges, photocopying (\$0.30 per page), wire transfers, and online database retrieval charges (Lexis, Westlaw, etc.). We may elect to cover certain out-of-pocket costs and expenses on your behalf, but we reserve the right to seek reimbursement from you. You agree to reimburse us for such out-of-pocket costs and expenses. We will not incur costs and expenses more than \$500.00 on your behalf without first obtaining your consent.
 4. **LAW FIRM RESPONSIBILITY.** The Law Firm shall take reasonable steps to keep you informed of progress and to respond to your inquiries. (Danny) Changene Song, Esq. will be the lawyer ultimately responsible in connection with the representation; however, we may call upon other lawyers and personnel in our office for a variety of reasons to the extent necessary to assist. The lawyer and personnel's, respective rates are enunciated above.
 5. **NO GUARANTEE.** The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and best interest of You. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case. Also our Law Firm's past outcomes do not guarantee the same result in this case.
 6. **CLIENT RESPONSIBILITY.** You must cooperate with the Law Firm and provide it with all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement. You must also immediately notify the Law Firm of any change in address, email and/or telephone number. If you do not comply with these requirements, the Law Firm may ask the Court for permission to withdraw from representing you. You agree that the Law Firm has the right to terminate the attorney-client relationship for non-payment of fees, costs, expenses, or bills. You also agree that the Law Firm may withdraw as your attorney if: (a) You insist that the Law Firm or its representatives do something illegal; (b) You refuse to follow the advice recommended; (c) You fail to cooperate in the preparation of the matter; and (d) You tell a lie under oath or tell a representative of the Law Firm that you will do so. You must provide the Law Firm with all relevant documents - failure to do so may result in
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additional legal fees or withdrawal from the case. Failure to pay any additional fees will result in our immediate withdrawal as counsel. The Law firm will also withdraw at your written request.

7. TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS.

A) **RIGHT TO TERMINATION.** Either party may terminate the representation at any time, subject to our obligations under the Rules of Professional Conduct and the approval of the court if the matter is in litigation. Unless previously terminated, our representation will terminate upon completion of the legal services described in this agreement. You understand we have no continuing obligation to represent you unless you retain us to provide additional advice or services.

B) **INVOICES UPON TERMINATION.** Unless otherwise agreed, if you should terminate our representation at any time prior to the resolution, settlement or conclusion of the matters referenced in Paragraph 1 above, Law Firm shall issue you a final invoice detailing the time spent and unpaid costs advanced through the date of termination, and you agree to compensate Law Firm for that time spent and unpaid costs advanced through the date of termination. For calculating this final invoice, Law Firm will bill for costs and expenses in accordance with Paragraph 3 and will bill for lawyer services at a rate of \$275-\$350.00 per hour and \$150-\$200.00 per hour for paralegals and assistants.

8. ARBITRATION OF FEE DISPUTES: If a dispute arises between you and us regarding our fees, the parties agree to resolve the dispute through the State Bar's Fee Arbitration Program. The rules of arbitration adopted by the State Bar of New Jersey shall govern the arbitration proceedings, which shall be final and binding on Client and the Law Firm. Either party may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator.

9. SIGNATURES. This contract embodies the entire agreement of the parties with respect to the matters contained in this Agreement, and it is agreed that the terms and conditions and stipulations in this agreement shall not be modified or revoked, unless by written agreement, signed by both parties, and attached to this Agreement and made a part of it. Further, you acknowledge that you have read this agreement in its entirety. We are not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend you consult with independent counsel of your choice.

It is acknowledged that the fees and costs shown above are acceptable for the services agreed upon and the undersigned authorizes **CG SONG LAW FIRM** to perform said services. I have been given a copy of this agreement and I agree to the terms and conditions of this



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agreement.

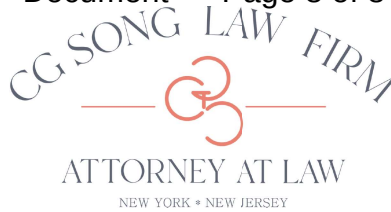
**NO GUARANTEES HAVE BEEN MADE AS TO THE
FINAL OUTCOME IN YOUR LEGAL MATTER**

DocuSigned by:

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10/24/2023

Eric Spencer



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F: 201-353-6400

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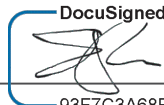
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Payment Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information
Cardholder Name (as shown on card): <u>Eric Spencer</u>
Card Number: <u>██████████</u>
CVV: <u>██</u>
Expiration Date (mm/yy): <u>██</u>
Cardholder Billing Address: <u>196 Mountain Ave, North Caldwell, NJ 07006</u>

I, Eric Spencer authorize CG Song Law Firm to charge my credit card/ debit card above for agreed upon retainer. I understand that my information will be saved to file for future transactions on my account.

DocuSigned by:


93F7C3A68E604C1...
Client Signature

10/24/2023

Date